

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

BAUTISTA CAYMAN ASSET COMPANY,

Plaintiff,

v.

RUGAM CORPORATION, MORA  
DEVELOPMENT CORPORATION,  
ALEJANDRO RUBÍ CINTRÓN, HIS WIFE  
MARIEL MARXUACH TORRÓS, AND THE  
LEGAL CONJUGAL PARTNERSHIP RUBÍ-  
MARXUACH, CLEOFÉ RUBÍ GONZÁLEZ,  
HIS WIFE MORAIMA CINTRÓN ÁVILES,  
AND THE LEGAL CONJUGAL  
PARTNERSHIP RUBÍ-CINTRÓN.

Defendants.

Civil No. 16-02938

Re:

COLLECTION OF MONIES;  
FORECLOSURE OF MORTGAGES  
AND OTHER COLLATERAL

**MOTION FOR EXECUTION OF JUDGMENT**

**TO THE HONORABLE UNITED STATES  
DISTRICT COURT:**

**COMES NOW**, Bautista REO PR Corp. (“Bautista REO” or “Plaintiff”), through its undersigned counsel and respectfully states, alleges and prays:

1. On May 31, 2018, this Court entered *Judgement* (the “Judgment”) (Docket No.91), pursuant to the *Stipulation for the Entry of Judgment* of May 22, 2018, (Docket No. 88) (the “Stipulation”) on which defendants; Defendants, Rugam Corporation (“Rugam”); Mora Development Corporation (“Mora Development”); Alejandro Rubí Cintrón, his wife Mariel Marxuach Torrós, and the Legal Conjugal Partnership Rubí-Marxuach (collectively the “Rubí-Marxuach spouses”); Cleofé Rubí González, his wife Moraima Cintrón Áviles, and the Legal Conjugal Partnership Rubí-Cintrón (collectively the “Rubí-Cintrón spouses”) (the “Defendants”), consented to, among other things, the filing of a Consent Judgment based on the

allegations made by Plaintiff in the *Complaint* in exchange for the release of the Defendant's obligations under the Loan Documents (as such term is defined in the Stipulation) upon compliance by the Defendants with the terms and conditions set forth in the Stipulation.

2. The Judgment is final and unappealable.

3. According to the terms of the Stipulation, Defendants agreed that they owed to Plaintiff, jointly and severally, the total amount of \$3,270,695.76, which is composed of \$2,299,599.15 in principal, and \$945,671.82 in accrued interests, plus the amount of \$399.24 per diem for interest, but not including, among others, legal expenses as of the date hereof nor future (collectively, the "Judgment Debt").

4. As a remedy for the Defendants' failure to pay as agreed under the Stipulation, Defendants consented to Bautista REO requesting this Honorable Court the foreclosure of the collateral, as described in the Stipulation. Moreover, Defendants consented and expressly agreed that should Bautista REO foreclose the mortgage property, the proceeds of such foreclosure will be applied to the outstanding amounts owed by them under the Judgment. See, Docket No. 88, at page 6.

5. In addition, Defendants agreed, among other things, that Bautista REO may foreclose the mortgaged property described in the Stipulation, Real Property 15,072 (as defined below) (the "Real Estate Property"), take possession of the mortgaged property pledged as collateral, and collect any rent, income, or profit produced by the Defendants' business over such mortgaged property.

6. Also, Defendants acknowledged that Bautista REO has the right to, at its sole discretion, choose the order in which the mortgaged property pledged as collateral will be foreclosed and the timing of said foreclosure. See, Docket No. 88, at page 7.

7. The Defendants have failed to pay the Judgment Debt. Having elapsed more than two (2) years since the Judgment has entered and being the same final and unappealable, Bautista REO hereby requests the Court that it authorizes the execution of judgment. See, Fed. R. Civ. P. 62.

8. Therefore, pursuant to Fed. R. Civ. P. 69, Bautista REO requests that this Court orders the public sale of the Real Estate Property described below, in order to cover the Judgment Debt to the extent possible:

9. Real Property 15,072 is described in the Registry of the Property of Puerto Rico, as follows (“Real Property 15,072”):

-----**RUSTIC**: Parcel of land located in the Ceiba North Ward of the municipality of Juncos, Puerto Rico, with a Surface area of 406,521.6479 square meters, equivalent to 103.4302 cuerdas. Bordering on the **NORTH**, with lands of Altos de la Ceiba, Corp., and the Estate of Urrutia; on the **SOUTH**, with lands of Javier Rivera; on the **EAST**, with lands of Javier Rivera; and on the **WEST**, with lands of Altos de la Ceiba, Corp. This is the Remnant, according to deed number 9, executed in San Juan, Puerto Rico, on June 26, 2008, before Notary Yesef Yahir Cordero, and recorded at page 121 of tome 402 of Juncos, property number 15,072, 4th recordation.-----

-----The property number 15,072 is recorded at page 121 of volume 402 of Juncos, Second Section of Caguas, Registry of the Property of Puerto Rico.-----

10. The Real Property 15,072 is encumbered by the following mortgage, which have been duly endorsed in favor of Bautista REO. See, Docket No. 92:

- i. Mortgage executed by and between Rugam and the Doral Financial Corp. on June 27, 2003 before Notary Public Manuel L. Correa Marquez, in the principal amount of \$3,075,000.00, constituted over a property number 15,072 recorded in the Registry of the Property of Puerto Rico, Second Section of Caguas, at page 121 of volume 402 of Juncos (“the Mortgage”).

11. Bautista REO is the legal holder, by endorsement, of the mortgage note secured by the Mortgage as described above and as defined in the Stipulation.

12. Bautista REO, as legal holder of the Mortgage Note described above, hereby

requests the execution of the Mortgage.

13. Pursuant to the foregoing, Bautista REO also requests that this court, pursuant to Fed. R. Civ. P. 53: (a) appoints a Special Master to conduct the sale proceedings and all related incidents; (b) instruct the Special Master to proceed with the public sale of the Real Estate Property immediately, which will be subject to all valid liens (if any) senior to Bautista REO's recorded lien; (c) instruct the Special Master to (i) publish and post notice of sale in accordance with applicable law; (ii) deliver written notice of the public sale to any occupants of the Real Estate Property; (iii) deliver written notice of the public sale to junior lienholders, if any; (iv) conduct any necessary inspections without breach of the peace; (v) take possession of the property subsequent to the completion of the public sale; and (vi) that it issues any supplemental orders and writs necessary to fulfill his/her duties, including, but not limited to, the confirmation of the Real Estate Property's sale.

14. Hereby Bautista REO requests that Mr. Joel Ronda Feliciano be appointed as Special Master for all further proceedings related to the public sale of the Real Estate Property and all incidents related thereto, including, but not limited to: (i) the publication and posting of notices of sale in accordance with law; (ii) deliver the written notice of the public sale to any occupants of the Real Estate Property; (iii) deliver the written notice of the public sale to junior lienholders, if any; (iv) conduct any necessary inspections thereof without breach of the peace; (v) take possession of the Real Estate Property subsequent to completion of the respective bidding at public sale; and (vi) request from this Court any necessary supplemental orders and writs to fulfill his duties, including but not limited to confirmation of the sale of the Real Estate Property.

15. The contact information of Mr. Ronda Feliciano is 405 Ave. Esmeralda, 2-150,

Guaynabo, Puerto Rico 00969, phone number (787) 565-0515, and e-mail address rondajoel@me.com.

16. A proposed Order for Execution of Judgment and Public Sale and Writ of Execution of Judgment are included as **Exhibits A and B**.

17. The proceeds of the public sale of the Real Estate Property are to be applied by Bautista REO, at its sole discretion, towards the partial payment of the amounts owed under the Judgment.

18. As previously stated, Bautista REO is hereby requesting an execution of *Judgment* in accordance with the terms of the Stipulation. Consequently, Bautista REO reserves all rights to exercise any and all other rights and remedies that it has available under the terms of the Stipulation at the time and under the conditions that Bautista REO may deem appropriate and convenient.

**WHEREFORE**, Bautista REO requests that this Court grants the instant request for execution of judgment and appoints a Special Master for the sale proceedings.

**WE CERTIFY** that on this same date we electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all CM/ECF participants in this case.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico on January 31, 2021.

**WE CERTIFY** that on this same date we electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all CM/ECF participants in this case.

*[Signatures on next page]*

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